

**LEASE-PURCHASE AGREEMENT** P BK 93 PG 217

LESSOR/SELLER hereby leases/sells to TENANT/BUYER the property herein described under the following terms and conditions:

SELLER/LESSOR: LANCE HOFFMAN AND HEATHER HOFFMAN

BUYER/LESSEE: GARY W. DEESE AND KELLY R. DEESE

PROPERTY ADDRESS: ~~5577~~ Alexandria Drive, Southaven, Mississippi 38671  
5588 GWD KD 2-28-02

LEGAL DESCRIPTION: Lot 180, Stone Creek Subdivision, Phase B of Plum Point Villages Planned Unit Development, in Sections 6 & 1, Township 2 South, Ranges 7 & 8 West, DeSoto County, Mississippi, as per plat thereof recorded in Plat Book 57, Page 26-27, in the office of the Chancery Clerk of DeSoto County, Mississippi.

PURCHASE PRICE \$88,500.

LEASE TERMS: Lessee/Buyer shall pay the Lessor/Seller the sum of \$2500. as a non-refundable deposit at the time of execution of the Lease-Purchase Agreement to be applied to the purchase price at the time of closing. This deposit shall be considered to be earnest money and shall be forfeited by the Lessee/Buyer as liquidated damages should Lessee/Buyer fail to close pursuant to the contract should the lease be terminated due to a failure of the Lessee/Buyer to make the monthly payments required hereunder.

STATE MS. - DESOTO CO.

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W.E. DAVIS CH. CLK.

Lessee/Buyer shall pay the Lessor/Seller the sum of Eight-hundred and 00/100 Dollars (\$800.00) on the first of each month beginning March 1, 2002, being the pre-paid rental payment for that month, until closing which shall be on or before March 30, 2004. If any partial month remains after the end of the Lease or prior to closing, rent shall be prorated between the buyer and seller at closing.

Lease payment is due on or before the first day of each month. Penalty for late payment shall be \$50.00 on any payment received after the fifth day of each month.

NEW LOAN: Lessor/Buyer shall apply for a new loan or apply to assume the existing mortgage in any amount sufficient to pay the sales price determined as stated above less the down payment. If Lessor/Buyer elects to assume the existing

INITIALS: GWD KD

mortgage, the escrow deposit shall be assumed by the Lessor/Buyer.

CLOSING DATE: On or before February 28, 2002

COMMENCEMENT  
OF LEASE: March 1, 2002

END OF LEASE: At closing but no later than March 30, 2002. Lessor/Seller may also terminate the lease upon thirty (30) days written notice if the Lessee/Buyer defaults in payment of the monthly payments and fails to cure such default within thirty (30) days of said notice. *2004 GWD KD 2-28-02*

UTILITIES: Lessee/Buyer agrees to pay for all utilities and services based upon occupancy of the premises.

CONDITION OF  
THE PREMISES: Lessee/Buyer has examined the premises and all fixtures, appliances, etc., and accepts them as being in good order, condition and repair.

Lessee/Buyer further agrees to perform any required repairs on premises and fixtures as needed at no cost to Lessor/Seller. Lessor/Seller shall allow the Lessee/Buyer to redecorate the property at their discretion. Both parties understand that no title search and no appraisal has been undertaken and both parties agree to assume the risk of the title search and appraisal at the time of closing.

SUBLETTING: Lessee/Buyer shall not sublet or assign all or any part of the premises.

DEFAULT: In case of default under this agreement, the prevailing party shall be entitled to reasonable attorneys fees and costs in addition to all other remedies at law.

REAL ESTATE  
COMMISSION: Hometown USA Realty, Inc. shall receive a commission of Five Thousand Three Hundred Ten and 00/100 Dollars (\$5,310.00) as the procuring cause of this transaction. One Thousand Seven-Hundred Seventy and 00/100 Dollars (\$1,770.00) shall be payable upon the execution of this agreement and payment of the \$2,500 non-refundable deposit. The remaining Three Thousand Five Hundred

INITIALS: *[Signature]* *GWD KD 2-28-02*

Forty and 00/100 Dollars (\$3,540) will be paid to  
Hometown USA Realty, Inc. at closing.

RECEIPT OF COPY: Lessor/Seller and Lessee/Buyer acknowledge that they  
have read this agreement and received a copy thereof.

OTHER PROVISIONS: Lessor/Seller agrees to pay all taxes assessed against the  
property and to keep the property insured as a Landlord  
until said closing.

Lessor/Seller further agrees to make monthly mortgage  
payments in a timely manner.

This agreement shall supplement and supercede that certain contract dated February 9,  
2002, by and between the parties. The aforesaid contract, a copy of which is attached  
hereto as Exhibit "A," shall continue to be a valid and enforceable agreement but shall  
stand modified by the terms of this agreement.

EXECUTED this the 28 day of February, 2002.

Gary W. Deese  
GARY W. DEESE, Lessee/Buyer

Lance Hoffman  
LANCE HOFFMAN, Lessor/Seller

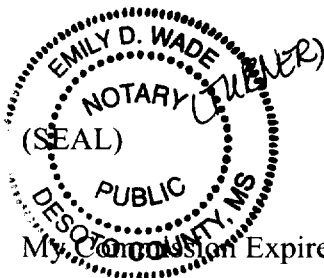
Kelly Deese  
KELLY R. DEESE, Lessee/Buyer

Heather P. Hoffman  
HEATHER HOFFMAN, Lessor/Seller

Lessor/Seller's address:

This day personally appeared before me, the undersigned authority for said  
Jurisdiction, the within named GARY W. DEESE who acknowledged that he executed  
the above and foregoing instrument.

Sworn to and subscribed before me this the 28 day of February, 2002.



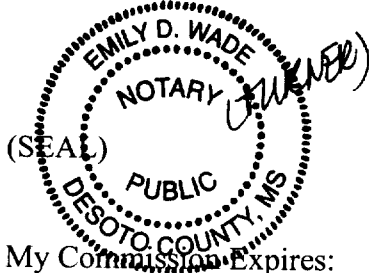
Emily Wade Turner  
Notary Public

My Commission Expires: November 29, 2004  
Bonded Thru Dixie Notary Service, Inc.

INITIALS: 2/28 60 40 2-28-02

This day personally appeared before me, the undersigned authority for said Jurisdiction, the within named KELLY R. DEESE who acknowledged that he executed the above and foregoing instrument.

Sworn to and subscribed before me this the 20 day of February, 2002.



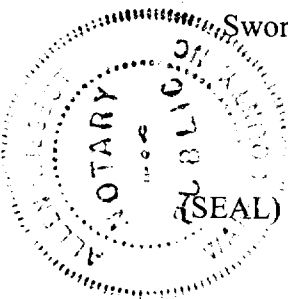
Emily Wade Turner  
Notary Public

My Commission Expires: November 29, 2004  
Bonded Thru Dixie Notary Service, Inc.

My Commission Expires: \_\_\_\_\_

This day personally appeared before me, the undersigned authority for said Jurisdiction, the within named LANCE HOFFMAN who acknowledged that he executed the above and foregoing instrument.

Sworn to and subscribed before me this the 26 day of Feb, 2002.

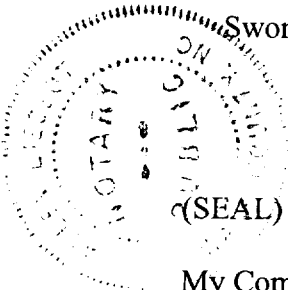


Allen Siegest  
Notary Public

My Commission Expires: 11/2/04

This day personally appeared before me, the undersigned authority for said Jurisdiction, the within named HEATHER HOFFMAN who acknowledged that he executed the above and foregoing instrument.

Sworn to and subscribed before me this the 26 day of Feb, 2002.



Allen Siegest  
Notary Public

My Commission Expires: 11/2/04

PREPARED BY AND AFTER RECORDING RETURN TO:  
EMILY WADE TURNER  
FIRST NATIONAL FINANCIAL TITLE SERVICES  
7145 SWINNEA ROAD, SUITE 2  
SOUTHAVEN, MS 38671  
(662) 349-6536

INITIALS: af HT GW TD

# HOMETOWN U.S.A. REALTY, INC.

8932 MIDSOUTH DRIVE P.O. BOX 93

P BK 93 PG 221



Olive Branch, MS 38654-0093

Phone: 901-525-1872 • 662-895-4884 • FAX-662-895-3830

## CONTRACT FOR THE SALE AND PURCHASE OF REAL ESTATE PURCHASE AGREEMENT

This is a legally binding contract. If not fully understood, seek legal advice from your attorney before signing.

For and in consideration of the mutual promises contained herein, the undersigned Seller agrees to sell, to the undersigned Buyer, and the buyer agrees to buy, the herein described property on the terms and conditions stated herein. Both buyer and seller acknowledges that Hometown USA Realty Inc. Broker is the procuring cause of this sale.

SELLER France and Heather Hoffman

BUYER Gary W. and Kelly R. Dease

1. PROPERTY DESCRIPTION: Lot 180, Sec. Phase B, Subdivision Plan Point Villages, P.D. Stone Creek, County DeSoto, Mississippi, and all improvements thereon known as 5555 Alexander Southern, along with all fixtures including but not limited to all window and floor coverings, heating and air conditioning equipment, built-in appliances, attached mirrors, barbecue grill, lighting fixtures, ceiling fans, flowers and shrubs, curtain rods and hangers, mail box, T.V. antenna and all other items permanently attached, unless expressly excluded herein.

2. PRICE: The purchase price of the property is \$88,500.00  
Payable as follows:

A. Cash Payment at closing (Cash, Certified, or Cashiers Check) subject to adjustments and prorations ... \$ minimum required

B. Buyers shall qualify for a new loan described below in the amount of \$ maximum needed  
for        Years at market interest rate. FHA X VA        CONV        OTHER       

C. Seller shall owner finance for buyer \$        amortized for        years at the annual interest rate of       , with Principal and interest payments being approximately \$        per month. Mortgage Payment begins on        and continues consecutively.

D. Buyers shall assume existing loan below with an approximate balance of \$         
Present mortgage with       , Loan #       , Int. Rate        % Type        Appx. Mo. Note       . Sales Price remains constant (        ), Equity Remains Constant (        ), Current Loan is Qualifying (        ), Current Loan is Non-Qualifying (        ).

E. Other: Buyers + Sellers to split attorney fee for paperwork & disbursements at possession Closing Attorney: First National Financial

3. PRIVACY ACT: A. PURCHASERS: Signature of Purchasers on this contract is authorization for Buyers Choice (Mortgage Company) processing a loan application for the consummation of this transaction to release to agents or brokers involved in this transaction all information requested pertaining to the status of that loan application and credit worthiness of the purchaser. B. SELLERS: Signature of Sellers on this contract is authorization of any mortgagee secured by this property to release all information concerning that mortgage to Brokers and Agents involved in this transaction.

4. CERTAIN COSTS Paid By: BUYERS = (B) or SELLERS = (S) as outlined below: Buyers to pay all attorney fees, closing costs and prepaids  
Discount Points paid by        Not to exceed        %, Appraisal       , Attorney       , Survey       , Tax Service and/or Underwriting fee       , Loan Origination Fee       , Loan Transfer fee       , Loan Assumption Fee       , Loan Title Insurance       , VA Funding Fee        - or - PMI/FHA MIP        to be paid as follows —financed (        ), or to be paid in cash at closing (        ), prepaid and escrow items       , Other Closing Cost       . (If VA, FHA or other government regulations require any different assessment of costs, the parties agree that such regulations shall supersede the terms of this paragraph and shall be binding upon the parties.)

5. New Loan: Seller to pay prorated portion of Buyers note from closing until possession. The rental rate is based on the BUYERS actual new monthly payment (I) divided by 30 days (X) times the number of days from closing until possession. Rental fee is for        days as outlined in paragraph 8 below. Seller agrees to have rental payments withheld from proceeds of sale.

Assumption: Seller to Pay (Month/Year)        and all previous payments and buyers to pay (Month/Year)        and all subsequent payments. If possession is not given at closing Buyer(s) (or        Seller(s)) will pay rent (in case of delayed possession to Buyer(s) (or        Seller(s)) at a rate of \$        per day for        days, totaling \$       . This amount will be paid at closing.

6. TAXES: Taxes for the current year to be X prorated -or-        assumed by Purchaser. Seller to provide proof of Homestead Exemption filed, or pay excess taxes for current year, due to Homestead Exemption not being filed.

7. EARNEST MONEY: Buyer herewith tenders a deposit cash/check \$ 2,000.00 as earnest money which shall apply on purchase price or closing cost if buyer's offer is accepted. The sum shall be deposited with First Nat'l Financial and if their offer is not accepted or if title requirements are not fulfilled, it shall be promptly refunded to Buyer. If, after acceptance or Buyers offer, Buyer fails to fulfill his obligation after seller tenders the Deed, the earnest money shall be forfeited. In any dispute over the earnest money, the parties agree to hold the broker and agents harmless. In the event of Purchasers default, the deposit will be equally divided between broker and seller towards their respective damages. Parties agree to indemnify and hold broker harmless of expenses incurred. The retention of deposit money shall not be considered liquidated damages and does not prevent Seller, Broker or Agents from asserting other legal rights, including specific performance of his contract, and actions for damages, which they may have because of Buyer's breach of contract. If it becomes necessary to compel the performance of the conditions of this contract, or for either party or Broker/Agent to initiate litigation, then the losing party agrees to pay reasonable attorney's fees and court costs to the other party and the broker incurred as a result thereof. The parties recognize that the Broker/Agents have an independent action for breach by either Buyer or Seller. Buyer(s) agree to make loan application within 5 days of accepted contract and diligently pursue loan approval within the specified period of time. This Purchase Agreement is contingent on Buyers loan approval, and if loan is rejected, earnest money will be refunded to buyers. Earnest money dispensed to seller at possession

8. CLOSING DATE: On or Before 3/31/04 (time is of the essence) at 1 A.M./P.M. It is the responsibility of the Buyer(s) to have all of the utilities turned on in Buyer's name on possession date in order for property inspection to be made. It is the Seller's responsibility to notify the utility companies that the property has been sold, and of a tentative turn off or reading date in order that the Buyer can arrange to have utilities set up in Buyers name by the possession date.

9. SELLERS ESCROW DEPOSITS, if any, shall be current and (a) X returned to seller, (b)        Assumed by Buyer, taxes, insurance, and mortgage insurance, prorated as of closing date. If escrow deposits are purchased by Buyer, upon audit, any escrow overage shall be paid to Sellers and any escrow shortages to be paid by Seller. Buyers must contact Insurance Agent prior to closing. The insurability of the buyers through the existing insurance agency is strictly between buyers and insurance agency. In the event additional premium would be due, the buyer agrees to pay additional premium. If buyer can not assume sellers Homeowners Insurance, buyer shall pay for their own insurance policy through the company of their choice, with information being provided to the closing attorney prior to closing. Buyer is aware that if additional homeowners premium is due, the mortgage payment will adjust accordingly.

10. NEW LOAN "Amendatory Clause": Buyers and Sellers agree to complete the current Lender required Amendatory Clause Statement, that upon signatures becomes a part to this sales contract. Amendatory Clause Statements require the property to appraise for at least the sales price, or the buyers may at buyers option, declare this contract void. Sellers may also declare this contract void if the appraised price is less than the sales price, and the buyers are not willing to pay the difference. In either case, the Buyer(s) will not forfeit their earnest money and will receive a full refund of earnest money should this contract become null and void due to a differential in appraisal price. Sellers are bound by their written sales price, even if appraisal price is higher than the sales price.

11. SPECIAL PROVISIONS: Gay lease, Goldfish pond, Storage bldg. and refundation to remain. Alarm system to remain at possession

Addendum's # 1 through 8 consisting of 10 Pages are attached hereto and become a part of this agreement. 1) Sellers disclosure

2) lease agreement 3) Duck Agency 4) C.C. & B.P. 5) For Your Protection 6) Options 7) Pre-Closing Pass 8) Inspection

12. TITLE AND CONVEYANCE: Conveyance shall be made to Buyers by Warranty Deed, conveying merchantable Title, subject to government regulations, recorded restrictions and easements, if any, which do not materially affect the value of the property. Previous owners could have or possibly still own some mineral rights to this property, therefore all mineral rights this seller owns are included in this sale unless otherwise specified. Should title examination reveal defect, Sellers obligate themselves to cure the same as expeditiously as possible. If defects have not been cured within 30 days of seller being informed of defects discovery, Buyers may declare this contract void and receive their earnest money.

13. SURVIVAL OF CONTRACT: All express representations, warranties and covenants contained herein shall survive delivery of the deed except where herein specified to the contrary. All other contractual obligations shall terminate with closing.

14. TERMITE CERTIFICATE: Seller shall furnish Buyer, at Seller's cost, prior to or at closing, a certification from a license, reputable termite control company, that subject property shows no evidence of termite or other wood destroying insect infestation and if such infestation now exists, furnish warranty or approved treatment and correct any structural damages caused by such infestation.

15. ACCELERATION (DUE ON SALE) CLAUSES: If the note and/or deed of trust mortgage for any existing loan contains an acceleration (due on sale) clause, the lender may demand full payment of the entire loan balance as a result of this transfer. Both parties acknowledge that they are not relying on any representation of the other party or Broker with respect to the existence or enforceability of such a provision in existing notes and/or deeds of trust or mortgages, or balloon notes or any other notes and/or deeds of trust mortgages to be executed in according with this agreement. Both parties have been advised by Broker to seek legal advice from their attorneys with respect to acceleration clauses.

16. OPTIONAL WARRANTY: A one year Buyer protection plan \_\_\_\_\_ will X will not be provided at the time of conveyance. Cost of \$ \_\_\_\_\_ to be borne by: \_\_\_\_\_ Seller \_\_\_\_\_ Buyer \_\_\_\_\_ N/A Plan Carrier \_\_\_\_\_. Terms and details of these plans are provided by the plan carrier including the deductible amount. Compensation for this plan may be received by the \_\_\_\_\_ listing agency and agent (OR) the \_\_\_\_\_ selling agency and agent paid directly by the Plan Carrier.

17. MECHANICAL EQUIPMENT AND BUILT-IN APPLIANCES: Seller represents that all heating and air-conditioning equipment, plumbing, electrical system, gas system, and built-in appliances are in good working order and in a good state of repair, or will be before closing; but, except as to situations where possession is not given until sometime after closing, this representation on the part of the Seller does not survive the closing of this transaction and Buyer shall have the responsibility to carefully inspect and satisfy himself of such equipment condition prior to closing. Seller is responsible for condition of mechanical equipment described in this paragraph and built-in appliances until possession is given to Buyer. It is the seller's responsibility to provide a key to all exterior door locks and deadbolts.

18. CONDITION OF PROPERTY AND ACCEPTANCE: The property is being purchased "as is" and "where is" with the exception of matters addressed in this paragraph and paragraph 11. Seller agrees to complete and provide to Buyer a copy of SELLERS DISCLOSURE STATEMENT, required by State Law. Buyer shall give timely written notice to Seller through the closing attorney or agent, of any reasonable repairs which may be needed, in order that Seller shall have a reasonable opportunity to do so before closing, or without substantial delay to the closing. If the cost of making necessary repairs, excluding repairs to equipment and appliances under paragraph 17, shall exceed the sum of \$ - 0 -, Seller may void the contract, or make such repairs as are designated, at Seller's option. If such repairs do not exceed \$ - 0 -, or Buyer gives a written waiver of repairs above such figure, this contract shall remain in full force and effect. If possession is given at some date after closing, closing attorney or agent will hold the earnest money (described in paragraph 7) in escrow until possession is given and property has been inspected by Buyer or Buyer's designee. If, and only if repairs are necessary for conditions on the property which have occurred after the closing, Seller shall be responsible for the reasonable cost of same. The earnest money shall continue to be held until such obligation is fulfilled. If the party holding the earnest money is not notified in writing of needed repairs by the end of the third business day following the possession of the property by Buyer, such earnest money shall be paid to the Seller. This paragraph shall, at all times, be superseded by paragraph 17, with regard to the operating condition of Mechanical Equipment and Built-In Appliances. *Buyers are accepting condition of home at possession see addendum #1.*

19. DAMAGE BY FIRE, ETC.: This contract is further conditioned upon delivery of the improvements in their present condition and in the event of material damage by fire or otherwise, before closing, Buyer may declare the contract void and shall be entitled to the return of his earnest money, or Buyer may elect to complete the transaction in accordance with this contract provided the property is restored by Seller at Seller's expense prior to closing of the sale.

20. RESPONSIBILITY OF BROKER: No agent or representative of Broker shall have any power to make any representations as to the property or any statement, unless and except fully embodied herein in writing. This contract shall impose no obligations on Broker to perform any act or thing other than herein set forth. Buyer and Seller hereby represent to Broker that no agent or representative has made any representation or done any act other than herein set forth. Broker assumes no responsibility for the performance of this contract by either party, or for the condition of the subject property.

21. AGREEMENT OF PARTIES: This contract incorporates all prior agreements between the parties, contains the entire and final agreement of the parties, and cannot be changed except by their written consent. Neither party has relied upon any statement or representation made by the other party or the Sales Representative/Broker bringing the parties together. Neither party shall be bound by any terms, conditions, oral statements, warranties, or representations not herein contained. Each party acknowledges that he has read and understands this contract. The provisions of this contract shall apply to and bind the heirs, executors, administrators, successors and assigns of the respective parties hereto. When herein used, the singular includes the plural and the masculine includes the feminine as the context may require.

22. PROFESSIONAL FEES AND REPRESENTATION: It is hereby agreed and understood that the following state the representations of all parties concerned:

The Listing Agency/Broker represents the interest of the \_\_\_\_\_ Seller \_\_\_\_\_ Buyer X Both Seller and Buyer.  
The Selling Agency/Broker represents the interest of the \_\_\_\_\_ Seller \_\_\_\_\_ Buyer X Both Seller and Buyer.

The Professional fees will be paid as follows:  
5% % of the Sale Price will be paid to Hometown USA Realty by the X Seller \_\_\_\_\_ Buyer. - 2% payable at possession.  
3% % of the Sale Price will be paid to \_\_\_\_\_ by the \_\_\_\_\_ Seller \_\_\_\_\_ Buyer.

In the event of default the defaulting party may be held liable to broker(s) for damages, including commission and expenses. In the event the Broker(s) prevails in a legal action to collect said damages, the defaulting party shall be additionally liable to Broker(s) for reasonable cost of Brokers attorney fees. This agreement shall not limit the rights of Broker provided for in any listing or other agreement which may be in effect between seller and broker except that the total amount of commission collected shall be as specified above.

23. DISCLOSURE TO PURCHASER: The undersigned broker and all salespersons affiliated with the undersigned broker (and the listing broker and all salespersons affiliated with the listing broker, in the event the cooperative or seller broker and the listing broker are not the same) are agents to their prospective parties as outlined in paragraph 22 above. If the purchaser does not have representation and considers it necessary, the purchaser can obtain agency representation of a lawyer or a real estate broker or both. Buyer hereby acknowledges receipt of a duplicate original hereof.

OFFER MADE THIS 9 day of Feb, 02. This Offer expires on 2/12/02 TIME 5:00 A.M./P.M.  
CITY Olney Branch, STATE MS, TIME 1:00 A.M./P.M.

BUYER W. Ray W. Allen BUYER Kelly Deese

OFFER ACCEPTED this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, Counter offer expires on \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_. Time \_\_\_\_\_ A.M./P.M.  
CITY \_\_\_\_\_, STATE \_\_\_\_\_, TIME \_\_\_\_\_ A.M. \_\_\_\_\_ P.M.

SELLER Chris H SELLER Heather Hopper

Subject to clearance of any check, Broker acknowledges receipt of the above mentioned earnest money and holds same in trust subject to the terms of this contract.

Hometown USA Realty  
Selling Agent and Broker

James L. L...  
Listing Agency and Broker

Mary Gale & John Brown  
Selling Agent

Mary Gale & John Brown  
Listing Agent

LEASE - RENTAL AGREEMENT AND DEPOSIT RECEIPT

2

RECEIVED FROM Gary and Kelly Dese P BK 93 PG 223  
the sum of Two thousand dollars + no cents check. #504 - see earnest money paragraph  
as said deposit which shall apply if accepted as follows: KD/GWS 7 of contract

Rent from the period of \_\_\_\_\_ to \_\_\_\_\_ \$ 2500 2-16-02  
Security deposit KD/GWS 2,000.00 - non-refundable if  
Other \_\_\_\_\_ 2/10 \$ attached Contract  
Total KD/GWS 2000.00 does not close for  
any reason due  
to Bumpers.

In the event this agreement is not accepted by the Owner or his authorized agent, within  
5 days, the total deposit received shall be refunded.

Tenant hereby offers to rent from the Owner the premises located at  
5588 Alexandria, Southern upon the following TERMS and CONDITIONS: will be agreed

**TERM:** The term hereof shall commence on 3/1/02 and continue until  
3/31/04

**RENT:** Rent shall be \$ 800.00 in certified funds per month, payable in advance on the 1<sup>st</sup> day of each  
calendar month to owner or authorized agent at the following address  
to be agreed

In the event rent is not paid within (5) five days after due date tenant agrees to pay a  
\$20.00 late charge plus interest of 10% per annum on the delinquent amount. Tenant agrees  
further to pay \$20.00 for any dishonored bank check.

**UTILITIES:** Tenant is responsible for all utilities.

**USE:** This premises shall be used as a residence with no more than 2  
adults and 2 children, and for no other purpose, without prior written consent of the  
owner.

**PETS:** No pets shall be brought on the premises without prior written consent of the owner.  
except: one outside dog OK

**ORDINANCES AND STATUTES:** Tenant shall comply with all local and government ordinances  
pertaining to the use of premises.

**ALIGNMENT AND SUBLETTING:** Under no circumstances can the property be reassigned or  
subleased.

**MAINTENANCE AND REPAIRS OR ALTERATIONS:** Tenant shall be responsible for all  
damages caused by his negligence. Tenant shall not paint, paper or redecorate any of the  
premises without written consent of owner or agent. It is the tenant's duty to maintain the  
lawn and shrubbery of said premises. All other forms of maintenance will be the owner's  
responsibility.

**INDEMNIFICATION:** Owner shall not be liable for any damage or injury to tenant, or any  
other person or to any property, occurring on the premises or any part thereof or in common  
areas thereof unless damage is the result of the owner's negligence. Tenant agrees to hold  
owner harmless from any claims for damages no matter how caused, except for damages for  
which the owner is legally responsible.

**DEFAULT:** If tenant shall fail to pay rent when due, or perform any term hereof, after not less  
than three (3) days written notice of such default given in the manner required by law, the  
Owner, at his option, may terminate all rights of Tenant hereunder, unless Tenant, within said  
time, shall cure such default. If Tenant abandons or vacates the property, while in default of  
the payment of rent, Owner may consider any property left on the premises to be abandoned

KD GWS

and may dispose of the same in any manner allowed by law. In the event the Owner reasonably believes that such abandoned property has no value, it may be discarded. All property on the premises is hereby subject to a lien in favor of Owner for all sums due hereunder, to the maximum extent allowed by law.

In the event of a default by Tenant, Owner may elect to (a) continue the lease in effect and enforce all his rights and remedies hereunder, including the right to recover the rent as it becomes due, or (b) at any time, terminate all of Tenant's rights hereunder and recover from Tenant all damages he may incur by reason of the breach of the case, including the cost of recovering the premises, and including the worth at the time of such termination, or at the time of an award if suit be instituted to enforce the provision, of the amount by which the unpaid rent for the balance of the term exceeds the amount of such rental loss which the tenant proves could be reasonably avoided.

2 BK 93 PG 224

**SECURITY:** The security deposit set forth above, if any, shall secure the performance of Tenant's obligations hereunder. Owner may, but shall not be obligated to, apply all or portions of said deposit on account of Tenant's obligations hereunder. Any balance remaining upon termination shall be refunded to Tenant. Tenant shall not have the right to apply Security Deposit in payment of the last month's rent.

**DEPOSIT REFUNDS:** The balance of all deposits shall be refunded within two weeks from date possession is delivered to Owner or his Authorized Agent, together with a statement showing any charges made against such deposits by Owner.

**ATTORNEY'S FEES:** In any legal action brought against either party to enforce the terms hereof or relating to the demised premises, the prevailing party shall be entitled to all costs incurred in connection with such action, including a reasonable attorney's fee.

**WAIVER:** No failure of Owner to enforce any term hereof shall be deemed a waiver, nor shall any acceptance of a partial payment of rent be deemed a waiver of Owner's right to the full amount thereof.

**NOTICES:** Any notice which either party may or is required to give, may be given by mailing the same, postage prepaid, to Tenant at the premises or to Owner at the address shown below or at such other places as may be designated by the parties from time to time.

**HOLDING OVER:** Any holding over after expiration hereof, with the consent of Owner shall be construed as a month-to-month tenancy in accordance with the term hereof, as applicable.

**TIME:** Time is of the essence of this agreement.

**ADDITIONAL TERMS AND CONDITIONS:**

**ENTIRE AGREEMENT:** The foregoing constitutes the entire agreement between parties and may be modified only by a writing signed by both parties. The following exhibits, if any, have been made a part of this agreement before the parties' execution hereof:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**The undersigned Tenant hereby acknowledges receipt of a copy hereof.**

DATED: 2/9/02

M. Skala + D. [Signature] Agent X [Signature] W. Deese Tenant 2-9-02  
8932 Mid-South Dr Address X Kelly Deese Tenant  
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